

Standard Terms and Conditions for the Supply of Goods and Services
(the "Terms and Conditions")

1. General

- 1.1. The whole of the contract between you ("Supplier", or "you") and Selfridges Retail Limited ("Selfridges", "we" or "us") is described in the attached purchase order ("Purchase Order") detailing the Goods and/or Services to be supplied by you, these Terms and Conditions and any appendices, addendums or enclosures to the Purchase Order and/or Terms and Conditions (together, the "Agreement").
- 1.2. Any purchase by Selfridges pursuant to the Purchase Order is conditional on acceptance of these Terms and Conditions by you. If you do not wish to accept these terms and conditions, then you should not accept the Purchase Order, and should inform us immediately.
- 1.3. These Terms and Conditions shall be deemed to incorporate the provisions of the Selfridges & Co Supplier Guidelines and Standards, as amended from time to time (the "Supplier Guidelines"). It is your responsibility to ensure that you have fully read and understood these Terms and Conditions and the Supplier Guidelines and that you are able to comply with them in full. If you do not understand any of the terms or abbreviations used by us in the Purchase Order, Terms and Conditions or Supplier Guidelines please let us know and we will supply a full explanation of any such terms and abbreviations on request.
- 1.4. Any variations to the Agreement (including, without limitation, to the Goods and/or Services specified in the Purchase Order) must be documented and agreed in writing between us.
- 1.5. The Agreement sets out the entire terms and conditions relating to the subject of the Agreement. Nothing that we have discussed prior to your acceptance of the Purchase Order (whether written or verbal), induced nor forms part of this Agreement unless it is specifically set out in this Agreement. Nothing in this clause shall limit or exclude any liability for fraud.
- 1.6. Appendix 2 to these Terms and Conditions shall apply only if you are supplying beauty Goods and/or Services.

2. Acceptance of Order

- 2.1. The Goods and/or Services are bought from you by Selfridges on the terms and subject to the conditions set out in this Agreement.
- 2.2. Acceptance by you of the Purchase Order constitutes acceptance of these Terms and Conditions.
- 2.3. These Terms and Conditions shall prevail over any inconsistent terms or conditions contained or referred to in any quotations supplied to you by us or in any acceptance of a Purchase Order or correspondence or elsewhere or implied by trade custom, practice or course of dealing. We shall not be deemed to have accepted any such other terms and conditions or to have waived any of these Terms and Conditions by failing to object to provisions contained in any invoice, delivery note or any other communication from you.

3. Assignment and Sub-contracting

- 3.1. You may not assign, transfer, sublet or sub-contract the whole or any part of this Agreement without our prior written consent. Any such consent shall not relieve you of any of your obligations under this Agreement.
- 3.2. You may not, whether directly nor indirectly, agree to assign or transfer any claim against Selfridges arising out of this Agreement to any other person.
- 3.3. Selfridges may at its option assign, transfer, sub-let or sub-contract the whole or any part of this Agreement.

4. Applicable Law and Ethical Standards

- 4.1.1. (a) comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes including but not limited to the Modern Slavery Act 2015; (b) include in contracts with your direct subcontractors and suppliers provisions which are at least as onerous as those set out in this clause 4.1.1; (c) notify us as you become aware of any actual or suspected slavery or human trafficking in a supply chain which has a connection with this Agreement;
- 4.1.2. (a) comply with all anti-bribery and anti-corruption laws, statutes, regulations and codes including but not limited to the Bribery Act 2010 ("Anti-Bribery Requirements"); (b) have, and shall maintain in place, for the term of this Agreement your own policies and procedures, including, but not limited to, adequate procedures to ensure compliance with the Anti-Bribery Requirements, and will enforce them where appropriate; and (c) promptly report to us any request or demand for any undue financial or other advantage of any kind received by you in connection with the performance of this Agreement;
- 4.1.3 (a) not engage in any activity, practice or conduct which would constitute: (i) a UK tax evasion facilitation offence under section 45(1) of the Criminal Finances Act 2017 (the "CFA") ; or (ii) a foreign tax evasion facilitation offence under section 46(1) of the CFA; (b) have and maintain throughout the term of this Agreement policies and procedures that are reasonable to prevent the facilitation of tax evasion by another person and to ensure compliance with this clause; and (c) promptly report to us any request or demand from a third party to facilitate the evasion of tax within the meaning of Part 3 of the CFA, in connection with the performance of this Agreement;
- 4.1.4. comply with and ensure that your suppliers comply with the Selfridges Ethical Trading Requirements for Suppliers, which can be found on the 'Suppliers' page of Selfridges' website at <https://www.selfridges.com/GB/en/features/info/terms-conditions/-suppliers>, as amended from time to time; and
- 4.1.5 comply with any other applicable law or any of Selfridges' reasonable policies and requests relating to ethics, anti-bribery and anti-corruption as communicated and updated by us from time to time.
- 4.2 Any breach of this clause 4 by you shall be a breach which is considered incapable of remedy.

5. Intellectual Property and Confidentiality

- 5.1 Save as provided in clause 5.2 and 5.3 below, you confirm that you own or are otherwise entitled to use all trademarks, logos, designs, patents, get-up and goodwill associated with the Goods and/or Services and, save in relation to GNFR Goods and Services you agree to licence the same to us to the extent required for the display and demonstration of the Goods and/or Services for retail sale.
- 5.2 In relation to any Goods and/or Services produced and/or supplied exclusively for Selfridges, at our election (unless otherwise agreed in writing between us), all intellectual property and other rights in such Goods and/or Services (except patents) shall either:
- (i) vest in us upon their creation; or (ii) you shall grant us a licence to use such intellectual property and other rights. You agree to do all such things and execute all such documents as we may reasonably require in order to perfect such vesting and/or licence. You shall ensure that you include corresponding provisions in any of contracts with your sub-contractors and suppliers.
- 5.3 The Selfridges' name, Trade Marks, logo, artwork and goodwill associated with these are valuable assets of Selfridges and you agree that save as expressly provided for in this Agreement, you shall not use the Trade Marks, name or logo in any form or for any purposes whatsoever without our prior written consent. For the purposes of these Terms and Conditions, "Trade Marks" means the trade marks registered in (inter alia) the United Kingdom, European Union or other jurisdictions in the name of Selfridges (or any subsidiary (as defined by section 1159 of the Companies Act 2006) of Selfridges, any holding company (as so defined) of Selfridges and/or any subsidiary of such holding company) including any associated logos or get-ups owned or used by Selfridges.
- 5.4 You agree that all information supplied by us to you (whether in writing or orally) and that is by its nature confidential, or is designated as such by us (including, for the avoidance of doubt, details of the Purchase Order), shall be kept confidential and shall only be used for the performance of your obligations under this Agreement and shall only be disclosed to those of your directors, employees and professional advisers disclosure is reasonably necessary for the purpose of this Agreement. Upon request, and in any event upon expiry or termination of this Agreement for whatever reason, you agree to destroy forthwith (or at our written request, return forthwith to us) any confidential information provided under this Agreement. This shall not apply to any information which was in the public domain other than through a breach of any obligation of confidentiality owed by you to us or which you are required to disclose by law, court order or by any governmental or regulatory authority or any securities exchange to which the relevant party is subject or submits.

6. Price Variation and Substitution

- 6.1 The price payable to you for the performance by you of your obligations under this Agreement as set out in the Purchase Order (the "Contract Price") shall be held firm

for the period and/or quantity stated unless specifically stated otherwise in the Purchase Order or unless the Purchase Order is varied in accordance with clause 1.4.

- 6.2 You may not substitute any Goods and/or Services for any alternative items, (even if similar), unless the Purchase Order is varied in accordance with clause 1.4.
- 6.3 If you deliver substitute or additional Goods and/or Services which have not been authorised in accordance with clause 6.1 or 6.2, we will be entitled to reject all or part of those Goods and/or Services and return them to you at your expense.

7. Documents

- 7.1. It is your responsibility to ensure that all advice notes, invoices and packing notes must:
 - 7.1.1 be clearly marked with your name and address, department number, the Purchase Order number, item code, description and destination, booking-in reference and any other information required by the Supplier Guidelines;
 - 7.1.2. be accurate, legible, neatly presented and completed in English;
 - 7.1.3. include any paperwork that is legally necessary (including but not limited to any CITES certificates, certificates of origin or other relevant certificates); and
 - 7.1.4. otherwise be in compliance with the Supplier Guidelines.

8. Quality and Performance

- 8.1. You shall ensure that the Goods and/or Services to whom and to the extent that such shall conform with any specifications and/or requirements included in the Purchase Order or otherwise communicated by us to you; be of sound design, materials and workmanship and free from defects; be fit for the purpose for which they are procured; and be capable of the required performance. Goods shall be of the same quality and finish as any samples provided. All Services performed by you under this Agreement must be executed in an efficient and professional manner to the highest prevailing standards and to our satisfaction. We reserve the right to reject any Goods and/or Services that do not comply with such specifications or requirements.
- 8.2 You warrant that the design construction and quality of the Goods and/or Services will comply in all respects with any statutory rule or regulation in force at the time of delivery and with all applicable European and United Kingdom health and safety standards including BSI guidelines, General Product Safety Regulations 2005, the Sale of Goods Act 1979, the Supply of Goods and Services Act 1982 and the Consumer Rights Act 2015.
- 8.3 You warrant that the provision of the Services will comply with any statutory rule or regulation which may be in force at the time the Services are provided and are executed with reasonable care, skill and diligence by properly qualified and experienced persons.
- 8.4 Notwithstanding any other remedies which may be available to us, if any Goods and/or Services are rejected by us in accordance with clause 8.1, we may:

- 8.4.1 require you to remove and replace the rejected Goods and/or Services at your own risk and expense within ten (10) Business Days of being requested to do so or within such shorter time as we may specify; and/or
- 8.4.2 require you to compensate us in an amount equal to the price paid or payable for the rejected Goods and/or Services; and/or
- 8.4.3 claim damages from you for any other costs, expenses or losses resulting from your delivery of Goods and/or Services that are not in conformity with the terms of this Agreement.
- 8.5 You shall pass to us the benefit of any additional warranties secured from your own suppliers.

9. Inspection and Testing

- 9.1 It is your responsibility to ensure that all Goods and Services comply with all UK and European legislation in particular but not limited to product safety and labelling. You shall keep records of all test certificates relating to the Goods and Services (as applicable) for at least three years from the date of delivery and shall provide us with copies of these records upon request.
- 9.2 Before dispatching Goods, you shall, and if previously agreed, we may, inspect and/or test them for compliance with any specifications, requirements and/or any other provisions that we may communicate to you. If in our reasonable opinion, the Goods and/or Services do not comply with the specifications, requirements and/or any other provisions we shall inform you in writing and you shall be required to take such steps as may be necessary to ensure such compliance.
- 9.3 Inspection or testing does not relieve you of any liability nor does it imply acceptance of any Goods or Services by us.

10. Extension of Time

- 10.1 If, for any cause beyond your reasonable control, delivery of the Goods or performance of the Services is delayed, the time for delivery/performance may, with our written permission, be extended by a reasonable period. You must notify us of any anticipated delay at the earliest possible opportunity indicating the reasons for such delay.
- 10.2 Where delivery of the Goods, or performance of the Services, is delayed, you will renegotiate in good faith the payment terms with regard to cost discounts or sales support (e.g. sale or return, sell through guarantees etc) to compensate us for the effect of late delivery or performance.

11. Delivery

- 11.1 You shall deliver the Goods and/or Services in accordance with this Agreement and the Supplier Guidelines.
- 11.2 We reserve the right to refuse deliveries which are not in compliance with this Agreement and the Supplier Guidelines and/or charge for the administrative costs arising out of such non-compliance. We may reject part deliveries unless we have previously agreed in writing to accept such deliveries.

- 11.3 It is your responsibility to ensure that all necessary import licences and other governmental authorisations have been obtained and that all duties, imposts and taxes including any import duties have been satisfied prior to delivery of the Goods to Selfridges. You shall on request supply us with any necessary declarations and documents stating the origin of the Goods.

12. Cancellation and Re-Scheduling

- 12.1 We may cancel the Purchase Order by giving you reasonable notice in writing.
- 12.2 We may require you to reschedule delivery of the Goods (or some of them) by giving you reasonable notice in writing.
- 12.3 If we cancel a Purchase Order, such cancellation discharges both our and your respective obligations in relation to this Agreement in so far as it relates to the cancelled Purchase Order and neither party shall have any obligations to the other in relation to that Purchase Order.

13. Risk and Title

- 13.1 Unless otherwise agreed between us in writing, risk and title in the Goods or output of the Services shall pass to us upon acceptance by us (or any third party acting on our behalf) of the Goods and/or Services into our internal supply chain.
- 13.2 For the purposes of this clause 13, Goods and Services are not considered to be within our internal supply chain until the goods' processing procedure described in the Supplier Guidelines has been completed. Goods and Services rejected during processing are not considered to have entered our internal supply chain and accordingly you shall retain responsibility, risk and liability for the same. This retention of your responsibility includes Goods and Services delivered to and held at our distribution centre, that have not yet been fully accepted into our internal supply chain due to the delivery compliance issues in accordance with the Supplier Guidelines.
- 13.3 In respect of food Goods, risk and title remain with the Supplier only where the Goods which have been delivered do not comply with the food technical requirements described in the Supplier Guidelines.
- 13.4 You are responsible and liable for Goods in transit to our distribution centre, regardless of whether you or a third-party carrier undertakes the transit.
- 13.5 You warrant that you have the right to sell the Goods to Selfridges and that the Goods will be free of all encumbrances.
- 13.6 If we agree in writing that title in the Goods or output of the Services shall pass at any time after the time specified in clause 13.1 above, then you expressly agree that we may resell or use the Goods or Services in the ordinary course of our business (but not otherwise) before such time as title to such Goods and/or Services passes to us. However, if we resell the Goods and/or Services before that time:
- (a) we do so as principal and not as your agent; and
 - (b) title to the Goods and/or Services shall pass from you to us immediately before the time at which resale by us occurs.

- 13.7 We reserve the right to take possession of the Goods to which we have title.
- 13.8 Notwithstanding the provisions of this clause 13, you shall remain liable for any patent and/or latent defects in the Goods and/or Services.

14. Damage or Loss in Transit

- 14.1 You shall, at your own expense, restore or replace any Goods which are lost or damaged in transit to our reasonable satisfaction. Delivery shall not be deemed to have taken place until restoration has taken place to our reasonable satisfaction or replacement Goods have been accepted. Goods shall be deemed not to have been delivered and accepted into our internal supply chain if you are unable to produce a receipt from an authorised officer of Selfridges.

15. Rejection

- 15.1 If, within 12 months of the date of delivery, the Goods and/or Services fail to comply with the Purchase Order, any agreed specifications, these Terms and Conditions and/or the Supplier Guidelines, we may, by written notice to you, reject the whole or any part of the Goods and/or Services. We may without prejudice to our other rights and remedies accept replacement Goods and or re-performed Services at your own expense.
- 15.2 Where we reject Goods in accordance with this paragraph 15 and such Goods have already been delivered or dispatched to us, we shall make available any such Goods for collection by you in accordance with the relevant provisions of the Supplier Guidelines. You will be responsible for ensuring that all necessary import or export licences, documents stating the origin of the Goods and other governmental authorisations have been obtained and that all duties, imposts and taxes including any import or export duties have been satisfied.
- 15.3 Any Goods not collected by you or on your behalf will enter Selfridges' stock return resolution/write off process. If we organise for stock to be returned to you, all administrative and carrier charges will be charged to you and we shall not be liable to you for any loss or damage to the Goods.
- 15.4 If you fail to collect the rejected Goods within the time period notified by Selfridges, we reserve the right to destroy the relevant Goods and you shall be responsible for paying to us the reasonable costs incurred by us in relation to the same.

16. Terms of Payment

- 16.1 Payment for the Goods and/or Services is conditional upon us having received from you an invoice in respect of the relevant Goods and/or Services complying with the terms of this Agreement, including the Supplier Guidelines. A separate invoice is required for each Purchase Order.
- 16.2 In relation to GNFR Goods only, we shall pay you the Contract Price by the end of the month following the month in which a correctly prepared and undisputed invoice is received by us.

- 16.3 In relation to Non-GNFR Goods only, standard discount terms currently apply to our payment to you of the Contract Price at 5% for payment within 21 days, 4% for payment within 30 days and 3% for payment within 60 days ("Settlement Discount"), in each case of the date of receipt of a correctly prepared and undisputed invoice. Settlement Discount will not be repaid if we return stock to you at a later date.
- 16.4 You shall not present invoices to us for the Goods and/or Services until completion or delivery of all the Goods and/or Services which are the subject of the Purchase Order unless otherwise agreed in writing. Invoices will not be settled prior to the resolution of any delivery errors relating to that Purchase Order.
- 16.5 If we inform you that an invoice or particular amount is under dispute, any monies paid by us to you shall not be applied against any invoice or amount under dispute.
- 16.6 All prices shall be exclusive of VAT unless otherwise stated in this Agreement but inclusive of packaging, insurance, carriage and all other charges, taxes and duties.
- 16.7 You shall at our request accept payments of monies due by electronic funds transfer through BACS Ltd or other electronic payment means as good discharge of indebtedness under this Agreement.
- 16.8 We shall have the right to set off any payment due or which at any time may become due under a valid invoice against any sums owed to us by you under this Agreement or otherwise.
- 16.9 If any undisputed monies are not paid by the due date, you may charge us interest on such undisputed monies on a day to day basis from the date payment fell due, (or such other date as may be agreed in writing between the parties), to the actual date of payment (both dates inclusive) at the rate of three (3) per cent per annum over the base lending rate of the Bank of England from time to time. You acknowledge and agree that this clause provides you with a substantial remedy in respect of any late payment of sums due under this Order and any right to receive statutory interest (as defined in the Late Payment of Commercial Debts (interest) Act 1998) shall not apply to any payment of monies under this order.

17. Sale or Return ("SOR")

- 17.1 Where the Purchase Order indicates that the Purchase Order is a "Sale or Return" Purchase Order or "Sale or Return" terms are otherwise agreed in writing by the parties, the terms of this clause 17.1 shall apply and the Goods supplied pursuant to such Purchase Order will be Sale or Return goods ("**SOR Goods**"). Where this clause [17](#) applies and there is a conflict between any other terms of the Agreement (other than any terms set out on the Purchase Order, which will always prevail) and this paragraph 17.1, the terms of this paragraph 17.1 shall prevail.
- 17.2 Where an SOR arrangement is agreed and set out on the Purchase Order and/or otherwise in writing between the parties, the process will be managed as follows:
- (a) the selling period for the SOR Goods will be agreed and put in writing upon entry into the Purchase Order;
- (b) title, liability and risk relating to the SOR Goods will be as for non-SOR merchandise until the end of the agreed selling period;

(c) all SOR orders are required to be billed in full, per the Purchase Order at the start of the SOR period;

(d) at the end of the agreed selling period we will return to you all products in our possession;

(e) "SOR" must be quoted on each SOR invoice:

(f) a debit note will be raised. At this point, the invoice will be released for payment along with the debit note raised for returned SOR Goods and you will be paid for those SOR Goods actually sold only. You will then credit to Selfridges the full value of all returned SOR Goods so our payment can be correctly allocated on your ledger. If the debit note for the SOR Goods returned has not been cleared against orders within 30 days from the date of the debit note, you are required to make payment in full to clear the balance on the account; and

(g) risk and title relating to the SOR Goods reverts to you on despatch from Selfridges.

18. Liquidated Damages Charges and Administrative Fees

- 18.1 Save where otherwise agreed in writing, if you are supplying Goods and Services other than GNFR Goods and Services and you fail to comply with any term or terms of this Agreement, without prejudice to any other rights or remedies that we may have pursuant to this Agreement or otherwise, whether in contract, tort or otherwise, we may charge you and you will pay the appropriate liquidated damages charge(s) or administrative fee(s), in each case as set out in the appropriate Liquidated Damages Charging Matrix attached at Appendix 1 to this Agreement and as may be amended from time to time (the "Charges"). Any change in the Charges or any matters in relation to which a Charge is levied will take effect from the day following receipt of such notification by us.
- 18.2 We will notify you of any Charges incurred by invoice or e-mail. If you wish to dispute the Charge for any reason you must notify Selfridges' Accounts Payable team in writing within 28 calendar days of the date of our invoice or email, failing which we will not enter into discussions in relation to these charges or fees.
- 18.3 We will raise a debit note for the value of each of the Charges incurred and such Charges will be automatically deducted from the Supplier's account. If the Charges have not cleared against current orders within 30 days from the date of the invoice or debit note, you will be required to make full payment to clear your account.

19. Data Protection

- 19.1 For the purposes of this clause 19, "**Data Protection Laws**" means (a) the Data Protection Act 2018 ("DPA 2018"); (b) the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended; (c) the EU General Data Protection Regulation ((EU) 2016/679) ("**EU GDPR**"); (d) the UK GDPR, as defined in section 3(10) (as supplemented by section 205(4)) of the DPA 2018; and (e) any applicable associated or supplementary data protection laws or regulations, codes of practice and other guidance issued by any supervisory authority each as updated, amended or replaced from time to time.

"Data Controller", "Data Subject", "Personal Data" and "Processing" have the meaning given in the Data Protection Laws.

- 19.2 Each Party shall at all times comply with all applicable Data Protection Laws in relation to the performance of their obligations under the Agreement.
- 19.3 It is recorded that you shall not Process any Selfridges' Personal Data in connection with this Agreement. Should this position change, you agree that you will enter into our data processing agreement.
- 19.4 The Parties further acknowledge and agree that with respect of organisational Personal Data (for the administration and effecting of the Agreement and/or any Services), that they do not intend for any meaningful or substantial Personal Data to transfer between them. If either Party does receive any Personal Data from the other Party for such purposes, it shall comply with all applicable Data Protection Laws applicable to it in respect of handling of such Personal Data.

20. Liability

- 20.1 We shall only be liable to you as expressly provided in this Agreement but shall have no other obligation, duty or liability whatsoever in contract, tort or otherwise (including but not limited to, liability for any negligent acts or omissions) to the other.
- 20.2 Except as provided in clause 20.4 our maximum aggregate liability to you in contract, tort or otherwise (including, but not limited to, liability for any negligent acts or omissions) for damages which are not otherwise limited or excluded under this Agreement shall not exceed 100% of the Contract Price as specified in the Purchase Order.
- 20.3 Except as provided for in clause 20.4 we shall not be liable to you under or in connection with this Agreement, whether in contract, tort (including negligence), misrepresentation (other than where made fraudulently), breach of statutory duty or otherwise for:
 - 20.3.1 any loss of business, contracts, profits, anticipated savings, goodwill, or revenue; or
 - 20.3.2 for any direct or consequential loss whatsoever incurred by you, whether or not we have been advised in advance of the possibility of any such loss.
- 20.4 Neither of us excludes or limits liability for fraud or fraudulent misrepresentation, death or personal injury caused by negligence or a breach of any obligations implied by sections 9 to 17 (inclusive) in relation to goods, and sections 49 to 53 (inclusive) in relation to services, of the Consumer Rights Act 2015.

21. Insurance

You shall obtain:

- 21.1 insurance against any potential liability arising under this Agreement (including, but not limited to all insurance necessary to insure the Goods and/or Services against all risks (including, but not limited to, the risks of carriage and product liability and risks related to consumer protection legislation or other laws which impose liability as a result of the manufacture, sale or distribution of products) until such time as risk in the Goods and/or Services passes to us pursuant to the terms of this Agreement; and

21.2 Public liability insurance, in each case with a minimum limit of indemnity of £5 million in any insurance year or such other sum as may be agreed with us in writing. Such insurance cover shall in no event be cancelled or allowed to lapse during the term of this Agreement. If you notify or fail to notify us of the cancellation or lapse of your insurance or if we become aware of the same, we shall have the right to terminate this Agreement forthwith by notice in writing. You shall, as requested by us, provide us with all such documentation as is necessary to prove your continuing compliance with your obligations to insure under this condition.

22. Indemnity

22.1 You shall indemnify, keep indemnified and hold Selfridges harmless from all claims and all direct, indirect and consequential liabilities, costs, proceedings, damages, losses and expenses (including legal expenses on a full indemnity basis), awarded against, or incurred or paid by, us or our sub-contractors as a result or in connection with:

22.1.1 any breach of any of your contractual obligations under this Agreement or any statutory or regulatory breach; and

22.1.2 any claim made for any liability, loss, damage, injury, cost or expense to the extent that any such liability, loss, damage, injury, cost or expense was caused by, relates to or arises from a direct or indirect breach or negligent performance, or any fraud, dishonesty or illegality or failure or delay in performance of the Agreement by you.

22.2 You shall fully and effectively indemnify and hold harmless Selfridges on demand from and against all claims, demands, losses, costs, charges and expenses (including, without limitation, legal expenses) arising from or incurred by reason of any infringement of alleged infringement of any copyright, design, patent, trademark or other intellectual property rights (in each case whether registered or unregistered) or any passing off or other claim in relation to the provision or use of the Goods and/or Services or any part thereof.

22.3 Subject to the following provisions in the event of any claim, demand or action being made to which clause 22.2 applies you shall, at your own expense, promptly take one or more of the following actions:

22.3.1 use all reasonable efforts to procure for the benefit of Selfridges the right to continue using the infringing Goods and/or Services; or

22.3.2 modify or replace any infringing Goods and/or Services so that there is no further infringement, provided that such modification or replacement shall be effected by the Supplier with the minimum of interruption to the operation or performance of the Goods and/or Services in accordance with this Agreement.

23. Compliance

23.1 You and your personnel shall at all times comply with all laws including statutes, regulations and by-laws of local or other authorities. Selfridges shall allow you such access to our premises as is necessary for the delivery of the Goods and/or Services. We may refuse admission to your personnel or require such personnel to leave our premises at any time. Whilst on our premises, you shall abide by our rules and regulations relating to the premises.

24. Termination and Suspension of Services

- 24.1 We may each terminate this Agreement immediately by notice in writing in the event that the other:
- 24.1.1 is in material breach of any of the terms of this Agreement which, in the case of a breach capable of remedy, shall not have been remedied by the party in breach within 28 days of receipt by it of a notice in writing from the other party specifying the breach and requiring its remedy;
 - 24.1.2 is incompetent, guilty of gross misconduct and/or any serious or persistent negligence in the provision of his services hereunder; or
 - 24.1.3 fails or refuses after a written warning to provide the services reasonably and properly required hereunder.
- 24.2 We may terminate this Agreement immediately upon giving you written notice if you are subject to a change of control. For the purposes of this Agreement, change of control means if a person who controls any body corporate ceases to do so or if another person acquires control of it and, for these purposes, "control" shall mean the beneficial ownership of more than 50% of the issued share capital of a body corporate or the legal power to direct or cause the direction of the general management of the body corporate.
- 24.3 We may each terminate this Agreement immediately if an Insolvency Event occurs in relation to the other party and "Insolvency Event" means:
- 24.3.1 the issue of a petition for its winding up or the convening of a meeting for the purpose of its winding up;
 - 24.3.2 the making of an application to or by the court for an administration order or the giving of a notice of intention to appoint an administrator;
 - 24.3.3 a liquidator, an administrative receiver, administrator, trustee or other similar officer taking possession of the whole or substantially the whole of its property or a receiver being appointed where that appointment is likely to have a material adverse impact on its ability to perform the obligations under this Agreement;
 - 24.3.4 its making proposals for or entering into a company voluntary arrangement (within the meaning of Part I Insolvency Act 1986) or otherwise making proposals for or entering into a compromise with the majority by value of its unsecured creditors; and
 - 24.3.5 an application being made to strike it off the register pursuant to section 1003 Companies Act 2006 or it being unable to pay its debts within the meaning of section 123(1) of the Insolvency Act 1986 or being unable to pay its debts as they fall due.
- 24.4 Any reference above or in this Agreement to any English statutory provision or English legal term for any action, remedy, method of judicial proceeding, document, legal status, court, official or any other legal concept or thing shall in respect of any jurisdiction other than England be deemed to include what most nearly approximates in that jurisdiction to the English statutory provision or English legal term.

25. Contracts (Rights of Third Party) Act 1999

The parties acknowledge and agree that notwithstanding any other provision of this Agreement, none of the terms shall be relied upon or be enforceable under the Contracts (Rights of Third Parties) Act 1999 but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

26. Waiver

Any failure by us to insist at any time upon the performance of any of the terms, provisions or undertakings contained in this Agreement by you or to exercise any rights thereunder shall not constitute or be construed as a waiver thereof or a relinquishment of our right to require the future performance of any such term, provision or undertaking but your obligation with regard to the same shall continue in full force and effect.

27. Time of the Essence

The time for delivery and or completion of the Goods and/or Services to be performed under this Agreement shall be of the essence and conform with any times given in this Agreement.

28. Agency

This Agreement does not create a partnership between us or make one party the agent of the other for any purpose.

29. Publicity

You shall not, without the prior written permission of the Company, advertise or disclose to third parties that you are providing Goods and/or Services to Selfridges.

30. Notices

- 30.1 Any notice that is required to be served under this Agreement shall be in writing, addressed to the Company Secretary of each company and sent to the registered address.
- 30.2 The following table sets out methods by which a notice may be sent and, if sent by that method, the corresponding deemed delivery date and time:

Delivery method	Deemed delivery date and time
Delivery by hand.	On signature of a delivery receipt or at the time the notice is left at the address.
Pre-paid first class, recorded delivery post or other next working day delivery service providing proof of postage OR proof of delivery.	9.00 am on the second Business Day after posting or at the time recorded by the delivery service.
Pre-paid airmail providing proof of postage OR proof of delivery.	9.00 am on the fifth Business Day after posting or at the time recorded by the

	delivery service.
Fax.	At the time of transmission.

- 30.3 For the purposes of clause 30.2 and calculating deemed receipt:
- 30.3.1 all references to time are to local time in the place of deemed receipt; and
- 30.3.2 if deemed receipt would occur in the place of deemed receipt on a Saturday or Sunday or a public holiday when banks are not open for business, deemed receipt is deemed to take place at 9.00 am on the day when business next starts in the place of receipt.
- 30.4 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

You shall not, without the prior written permission of the Company, advertise or disclose to third parties that you are providing Goods and/or Services to Selfridges.

32. Severance

Should any term of this Agreement be considered void or voidable under any applicable law, then such term(s) shall be severed or amended in such a manner as to render the remainder of this Agreement valid or enforceable, unless the whole commercial object is thereby frustrated.

32. Force Majeure

Neither of us will be liable for any delays or failures in performance or breach of contract due to events or circumstances beyond our reasonable control.

33. Governing Law

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be read and construed in accordance with the laws of England and the Parties agree to submit to the exclusive jurisdiction of the English Courts.

APPENDIX 1

Liquidated Damages Charging Matrix

1. Liquidated Damages Charges in respect of Non-GNFR Goods and Services other than Food Goods and Services.

	Reason for Charge	Charge Measure	Charge (Excl. VAT)	Details of Criteria
1	Cancellation / Amendment (less than 24 hours)	Per P/O, Per Delivery	£75	<ul style="list-style-type: none"> Delivery slot cancelled / amended within less than 24 hours to arrival
2	Late Arrival, Non Arrival	Per P/O, Per Delivery	£125	<ul style="list-style-type: none"> Vehicles failing to arrive within the agreed booking slot (time frame is 30 minutes each side of the booking time)
3	Non Arrival - Nominated Carrier	Per P/O, Per Delivery	£62.50	<ul style="list-style-type: none"> Vehicles failing to arrive within the agreed booking slot (time frame is 30 minutes each side of the booking time)
4	Goods Not on Vehicle	Per P/O, Per Delivery	£125	<ul style="list-style-type: none"> The booked in purchase order is not on the vehicle
5	Goods Not on Vehicle - Nominated Courier	Per P/O, Per Delivery	£62.50	<ul style="list-style-type: none"> The booked in purchase order is not on the vehicle
6	Un-announced Delivery/ Not Booked In	Per P/O, Per Delivery	£75	<ul style="list-style-type: none"> Goods have arrived into the DC without holding an active booking for that day Vehicles tipped by request (outside of planned deliveries) P/Os delivered that are not advised at point of booking
7	Rejection	Per Delivery	£725	<ul style="list-style-type: none"> No P/O on boxes Incorrect P/O attempted to be delivered Attempted delivery on incorrect day to booking
8	Damages (Box or SKU Damage)	By Carton	£15	<ul style="list-style-type: none"> Outer damaged (visible or suspected) Damage to product within box
9	Shortages / Mispicks / Duplicate Orders / Out of Date	By SKU number	£45	<ul style="list-style-type: none"> Missing stock vs. the delivery note (charged per SKU no) Delivery of wrong stock (charged per SKU no) Un-requested stock, or end of line items Out of date stock (charged per SKU no)

10	Overs / Substitutes	Overs 7 - 50 Units Overs 51 - 200 Units Overs 207 - 500 Units Overs 501 +Units Substitutes 7 - 50 Units Substitutes 51 - 200 Units Substitutes 207 - 500 Units Substitutes 501 +Units	£45 £90 £750 £200 £45 £90 £750 £200	<ul style="list-style-type: none"> Over delivery (charged per SKU no) Substitute stock, un-requested goods (charged per SKU no)
11	P/O Availability	By SKU Number	£75	<ul style="list-style-type: none"> P/O closed
12	Mixed P/O, SKU, Style	Per P/O, Per Delivery	£30	<ul style="list-style-type: none"> Mixed purchase orders on presentation of delivery Delivery of goods not booked in against booking slot A single carton containing more than one P/O Delivery of multiple styles of goods in a carton without separators Delivery of mixed P/Os delivered under single P/O
13	Paperwork Presentation	Per P/O, Per Delivery	£50	<ul style="list-style-type: none"> Paperwork missing P/O Paperwork illegible Packing note not supplied Wrong paperwork Paperwork not containing the booking reference Paperwork not containing P/O Box containing paperwork is not clearly marked
All charges are subject to a Single Monthly Administration fee of £75.00 (excl VAT) per debit note				

Return Charge			
Criteria			
	Action	Measure	Charge (exc VAT)
I	Cost of Arranging Return	Shipping costs incurred by Selfridges are charged back	Variable
All charges are subject to a Single Monthly Administration fee of £75.00 (excl VAT) per debit note			

2. Liquidated Damages Charges in respect of Non-GNFR Goods and Services which relate to Food

	Reason for Charge	Charge Measure	Charge (Excl VAT)	Details of Criteria
WHOLE DELIVERY CHARGES				
1	Cancellation / Amendment (less than 24 hours)	Per Delivery	£50	<ul style="list-style-type: none"> Delivery slot cancelled / amended within less than 24 hours to arrival
2	Late Arrival, Non Arrival	Per Delivery	£50	<ul style="list-style-type: none"> Vehicles failing to arrive within the agreed booking slot (time frame is 1hr each side of the booking time)
3	Goods Not on Vehicle	Per Delivery	£50	<ul style="list-style-type: none"> The booked in purchase order is not on the vehicle
4	Un-announced Delivery / Not Booked In	Per Delivery	£50	<ul style="list-style-type: none"> Goods have arrived into the DC without holding an active booking for that day Vehicles tipped by request (outside of planned deliveries) POs delivered that are not advised at point of booking
5	Temperature	Per Delivery	£50	<ul style="list-style-type: none"> Fails destructive test Chilled product accepted MIN - 2°C / Max +5°C Frozen product accepted MIN - 30°C / Max -15°C Ice Cream products accepted MIN -30°C / Max -18°C
6	Vehicle Condition	Per Delivery	£50	<ul style="list-style-type: none"> Not food safe
SKU & CARTON CHARGES				

7	Selfridges Carton Labelling	Per Carton	£10	<ul style="list-style-type: none"> Selfridges label not displayed Label does not comply with proforma in supplier's manual Where product is delivered by full pallet; only 1 label needs to be affixed
8	Damages (Box or SKU Damage)	By Carton	£10	<ul style="list-style-type: none"> Outer damaged not visible on arrival Damage to product within box
9	Shortages / Overs / Substitutes / Mispicks / Duplicate Orders	By SKU number	£10	<ul style="list-style-type: none"> Missing stock vs. the delivery note (charged per SKU no) Delivery of wrong stock (charged per SKU no) Substitute stock Un-requested stock
10	Mixed P/O, SKU, Style	Per P/O, Per Delivery	£10	<ul style="list-style-type: none"> A single carton containing more than one SKU without prior agreement Delivery of multiple SKUs / mixed POs on pallet without separators Delivery of mixed P/Os delivered under single P/O
11	Paperwork Presentation	Per P/O, Per Delivery	£10	<ul style="list-style-type: none"> Paperwork missing P/O Paperwork Illegible Packing note not supplied Wrong paperwork Packing note not clearly visible on outer case
12	Shelf Life	Per SKU	£10	<ul style="list-style-type: none"> Expired Shelf Life Short Self Life Mixed Dates for same SKU
13	<ul style="list-style-type: none"> Use by Date Best Before Date & Batch Number 	Per SKU	£10	<ul style="list-style-type: none"> Stock does not include a valid Use by Date OR Best Before Date and Batch Code No mixed Batch codes accepted

DESTRUCTION OF GOODS				
1 4	Destruction / Disposal of Goods	Per Supplier	Variable	<ul style="list-style-type: none"> Suppliers will have 28 days from time of notification in which to collect goods Thereafter, product will be disposed of in accordance with the rules outlined in the Supplier Guidelines
LOSS OF PROFIT				
1 5	Loss of profit	PerSKU	Variable	<ul style="list-style-type: none"> For any rejected product, Selfridges retains the right to charge for loss of profit
*ALL CHARGES WILL BE SUBJECT TO A SINGLE MONTHLY ADMINISTRATION FEE OF £10 (EX. VAT) PER SUPPLIER DEBIT				

APPENDIX 2

TERMS AND CONDITIONS APPLICABLE ONLY TO SUPPLIERS SUPPLYING BEAUTY GOODS AND SERVICES

1. Introduction

1.1 This Appendix supplements the Standard Terms and Conditions for the Supply of Goods and Services (the "**Terms and Conditions**") and shall be read as one complete and integrated document. This Appendix shall apply to the sale of beauty Goods and Services only.

1.2 We both acknowledge that Selfridges shall be responsible for the demonstration and sale of the Goods and Services (the "**Business**") in such of its department store(s) as may be notified to you from time to time (the "**Store(s)**") in a designated area for the demonstration and sale of those Goods and Services (the "**Unit**").

1.3 Terms not defined in this Appendix shall have the meaning given to them in the Terms and Conditions.

1.4 In case of any conflict between this Appendix and the Terms and Conditions, this Appendix shall prevail.

2. Supplier Staff

2.1 You shall provide adequate staff (whether your employees or agency or contractor staff) with appropriate skills and training to effectively run the Business at all times, including a manager to operate and manage the Unit (the "**Supplier Staff**").

2.2 You shall ensure that all Supplier Staff are lawfully employed and that they comply with the Selfridges handbook setting out the procedures with which Supplier Staff must comply (as may be updated by us from time to time) (the "**Team Member Guide**") and such other rules, procedures and requirements as we shall communicate to you from time to time. You shall ensure that all Supplier Staff maintain a high standard of dress, appearance, conduct and customer service at all times. All Supplier Staff shall be subject to Selfridges' store approval (being our consent for each individual member of Supplier Staff to work in its Store), which we may review or withdraw at our discretion, upon giving written notice to you with reasons for our decision. You shall ensure that you provide adequate rest breaks and comply with all statutory and other legal requirements for the time being in force relating to the employment, payment, fair treatment, non-harassment and non-discrimination of Supplier Staff and other staff working in the Unit (to the extent that such compliance is your responsibility) and at our reasonable request shall supply to our human resources department a copy of the name and contact details of all Supplier Staff together with a statement of particulars of their terms of employment.

2.3 You shall arrange induction training with Selfridges' learning and development department for all Supplier Staff at the Unit. Such training shall be arranged so that it is successfully completed prior to any Supplier Staff commencing work in the Unit. You shall pay for induction charges at the standard rate charged by Selfridges to Suppliers. You shall also comply with Selfridges' reasonable instructions in arranging for Supplier Staff to attend further induction and the reasonable costs shall be borne by the Supplier in accordance with Selfridges' standard rates. In the event that any Supplier Staff should fail to attend or reschedule the

booked induction without providing at least 48 hours written notice in advance of the booked induction dates, Selfridges reserves the right to still charge the full fee for the induction to the Supplier in accordance with Selfridges' standard practice and rates.

2.4 You shall ensure that the Supplier Staff conduct the Business at the Unit in a proper, efficient and courteous manner (in accordance with the Team Member Guide and such other of Selfridges' standards as notified to you from time to time) and you shall take all necessary steps to ensure that there are adequate numbers of Supplier Staff at all times (taking into account peak trading periods and Supplier Staff training, sickness or holidays), including suitably trained, qualified or experienced managerial Supplier Staff. You shall meet with us regularly and no less frequently than every three (3) months should we so require.

2.5 The Supplier Staff shall not be entitled to purchase goods in the Store at a discount to the sale price to customers whether by way of staff discount or otherwise, except where agreed in writing by us and if so agreed the cost of providing such staff discount to Supplier Staff shall be met in full by you.

2.6 You shall indemnify us against all claims, demands, damages, penalties, costs, losses or expenses which may arise against or be incurred by us or our staff or agents including any claims brought against us by Supplier Staff or other staff working in the Unit.

3. Insurance

3.1 You shall maintain adequate employer's liability insurance to comply with your legal requirements from time to time.

4. Customer Data

4.1 You acknowledge that we wish to collect customer Personal Data ("**Selfridges Customer Data**") for the purposes of enhancing our understanding of our customers and to enable communications to customers regarding Selfridges' and the Store's activities, events, promotions and goods and services (the "**Selfridges CRM Programme**"). Accordingly, once you have entered into our data processing agreement you shall support the Selfridges CRM Programme in the Business and shall use reasonable endeavours to ensure that your Supplier Staff obtain appropriate customer 'opt-in' to the collection of Selfridges Customer Data, at all times in accordance with the terms of the data processing agreement and applicable Data Protection Laws.

5. Health & Safety

5.1. We shall provide you with full details of all of our procedures in relation to fire safety and Store evacuation procedures and you shall ensure that the Supplier Staff shall cooperate with all instructions related to security, fire, health and safety. You shall take all reasonable steps to ensure that the Supplier Staff are briefed, adequately trained and fully aware of Selfridges' procedures and what to do in the event of a fire or other safety or security risk. Where the Supplier staff(s)' failure to comply with the above mentioned laws or failure to comply with Selfridges' staff(s)' reasonable requests and instructions in respect of the same necessitate intervention or monitoring by us or compliance related or other costs for us, any such costs incurred by us may be charged back to the Supplier.